



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Edith C. Lawrence

File: B-239148

Date: July 30, 1990

Edith C. Lawrence, for the protester.
Susan K. Martin, National Commission on Libraries and
Information Science, for the agency.
Paula A. Williams, Esq., and John F. Mitchell, Esq., Office
of General Counsel, GAO, participated in the preparation of
the decision.

DIGEST

Protest that contracting agency improperly terminated
contract is dismissed since the termination involves a
matter of contract administration not reviewed by the
General Accounting Office.

DECISION

Edith C. Lawrence protests the action of the National
Commission on Libraries and Information Science (NCLIS) in
terminating a contract for support services from the period
of February 21, 1989, through January 31, 1990. Lawrence
also protests the issuance of an alleged follow-on purchase
order to another individual to obtain these services.

We dismiss the protest after obtaining information from the
agency and upon review of the protester's response thereto
since we conclude that the protest is not for review by the
General Accounting Office. 4 C.F.R. § 21.3(m) (1990).

Lawrence maintains that NCLIS has treated her unfairly in
connection with the performance of her contract; that
termination of her contract was without cause; and that the
agency violated the competitive process by excluding the
protester from competing for the follow-on services
contract.

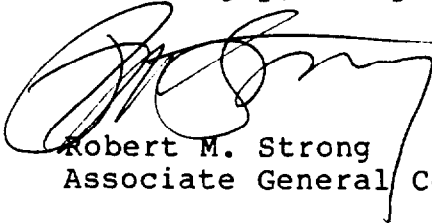
We decline to consider the propriety of the termination
since this involves a matter of contract administration
which generally our Office does not review under our bid

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protest jurisdiction, although we will review contract terminations where the agency's basis for termination is that the contract was improperly awarded. See Specialty Plastics Prods., Inc., B-237545, Feb. 26, 1990, 90-1 CPD ¶ 228 at 3; 4 C.F.R. § 21.3(m)(1). This exception does not apply here because the agency reports that the contract was terminated because of unsatisfactory performance, a contract administration matter.

Lawrence also alleges that she was improperly denied an opportunity to compete for a follow-on contract for these services. The record indicates, however, that NCLIS obtained the services of another individual from a temporary agency in December 1989 to perform services similar to those performed by Lawrence. Thus, at the time of the protested award the protester already was under contract with the agency. We therefore have no basis to consider the protester's allegation that a follow-on contract was awarded without affording the protester the opportunity to compete.

Accordingly, the protest is dismissed.



Robert M. Strong
Associate General Counsel